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Agreement

between

Bryan Education Association
And
Bryan City
Board of Education

July 1, 2026 - June 30, 2029

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ARTICLE I - PROFESSIONAL NEGOTIATIONS AGREEMENTS

A. RECOGNITION

The Bryan City Board of Education, hereinafter "Employer" or "Board" recognizes the Bryan Education Association OEA/NEA Local, hereafter the "Association" as the sole and exclusive bargaining representative, for the purpose of and as defined in Chapter 4117, Ohio Revised Code, for all certificated personnel including regularly employed part-time teachers and excluding the Superintendent, Treasurer, Assistant Superintendent, Principals, Assistant Principals, Special Education Coordinator, Psychologist, Athletic Director, and other Administrative personnel as defined in Chapter 4117, Ohio Revised Code, and substitutes with less than sixty (60) consecutive days of employment in any given school year, except those substitutes who work for a period of time beyond forty-five (45) school days for the same bargaining unit member.

The Association recognizes the Board as the locally elected body charged with the establishment of policy of public education of the Bryan City School District and as the employer of all personnel of the school system under state law. The Association further recognizes that the Board has the responsibility for the management and control of all the public schools of whatever name or character in the District and is specifically delegated with the responsibility of making the rules and regulations by which the District will be governed as provided by Sections 3313.20, 3313.47 Chapter 124, and Chapter 4117 of the Ohio Revised Code except as modified by this Agreement.

B. SCOPE OF BARGAINING

Negotiable matters shall be all matters with respect to wages, hours, terms and conditions of employment and the continuation, modification, or deletion of any existing provision of a collective bargaining agreement.

C. PROCEDURES

1. Requests For Negotiations

If either of the parties desires to negotiate changes in subjects of negotiations, it shall notify the other party in writing not earlier than one hundred (100) days nor later than eighty (80) days prior to the expiration of the contract. Notification in writing from the Association shall be served on the Superintendent and from the Board shall be addressed to the President of the Association. A copy of said notification, along with a copy of the existing collective bargaining agreement, shall be sent to the State Employment Relations Board.

Within fifteen (15) days after receipt of such notice, an initial meeting will be held for the purpose of exchanging negotiations packages and establishing a date for the next session.

2. Representatives

Representatives of the Board shall meet with designated representatives of the Association to negotiate in good faith. Representation shall be limited to five (5) representatives each of the Board and the Association. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representative of the other party. While no final agreement shall be executed without ratification by both parties, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. Specific members of the teams shall be designated at the initiation of negotiations and no other persons shall participate in negotiations.

3. Information

Prior to and during the period of negotiations, the Board and the Association agree to provide to each other, upon written request, all necessary prepared information concerning the financial resources of the District.

4. Recesses

The chairperson of either group may recess his group for independent caucus at any time. Caucus shall be of reasonable length.

5. Item Agreement

As items receive tentative agreement they shall be reduced to writing and initialed by each party.

6. Schedule of Meetings

Until all negotiation meetings are completed, each meeting shall include a mutually agreed time and place for the next subsequent meeting.

D. AGREEMENT

When negotiations result in an agreement, the outcome shall be reduced to writing and submitted to the Association and Board for formal approval. Following ratification, the Agreement shall then be signed by the parties. The resulting Agreement shall be binding on both parties.

E. DISAGREEMENT

1. If agreement is not reached within forty-five (45) days prior to the expiration date of the contract then a state of impasse shall be declared to exist and the services of the Federal Mediation and Conciliation Service shall be jointly requested by the parties. The parties shall mutually select an alternative mediator/mediation service should mediation assistance from the Federal Mediation and Conciliation Services be unavailable. Any costs and expenses for mediation services shall be shared equally by the parties.

2. Mediation shall last for at least thirty (30) days.

3. Upon the completion of the mediation period, ultimate impasse shall be deemed to exist. Upon this occurrence, the Board may implement its final offer after giving ten (10) days notice and the Association may exercise whatever legal rights that may be available to it.

4. The Board and Association agree that this impasse process shall supersede all other dispute settlement procedures contained in Chapter 4117 of the Ohio Revised Code.

F. GENERAL

1. Executive Session

Any and all negotiation sessions shall be conducted in executive session unless both parties mutually agree to do otherwise.

2. Final Form

The Association President and Superintendent shall be provided a PDF copy of the signed final agreement.

ARTICLE II - GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is defined as a claim by a teacher, group of teachers, or Association (hereinafter called the grievant) that there has been a violation, misinterpretation or misapplication of any provision of this Agreement.

B. PURPOSES

The following purposes are presented as a framework from which the grievance procedures hereinafter set forth have been developed, and according to which they are to be conducted:

1. To secure, at the lowest possible administrative level, equitable solutions to grievances, which arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. To ensure that a complaint is considered fairly, with all due speed, and without prejudice or reprisal.

C. INFORMAL PROCEDURE

In the event that the grievant believes there is a basis for a grievance, she/he may first discuss the alleged grievance with the appropriate administrator who has the authority to bring about a resolution to the alleged problem. Said discussion may be held confidentially and personally by the grievant, and/or her/his Association representative.

D. FORMAL PROCEDURES

Step 1

No later than ten (10) days after the grievant knew or should have known of the occurrence of the alleged violation giving rise to the grievance, the grievant shall submit to the appropriate administrator who has the authority to bring about a resolution of the alleged problem, a completed and signed Step 1 grievance. A copy of the completed form shall be given to the grievant and to the Association President. Within five (5) days of receipt of the grievance report, the administrator shall meet with the grievant and/or his Association representative, in an effort to resolve the grievance. The administrator shall indicate in writing his disposition to the grievant and to the Association President within five (5) days after such meeting.

Step 2

If the grievant is not satisfied or if no disposition of the grievance has been made within the time limits set forth in Step 1, the grievant and/or the Association representative shall complete a written grievance report form. Step 2, and submit the same to the Superintendent within five (5) days after receipt of the written answer to Step 1. Within five (5) days the Superintendent and/or his designated representative shall meet with the grievant and/or his Association representative. Within five (5) days of the meeting, the Superintendent shall indicate in writing his disposition, and forward a copy thereof to grievant, to the Association President, and to the Administrator(s) involved.

Step 3

If the grievant and/or Association is not satisfied with the disposition of the Superintendent, or if no disposition, has been made within the above stated time limits in Step 2, the Grievant and/or Association representative may submit the grievance to an impartial arbitrator by filing with the Superintendent and the American Arbitration Association a request for arbitration. The demand for arbitration shall occur within five (5) days of receipt of the Step 2 disposition or within seven (7) days of the deadline for the disposition should the administration fail to respond. A request for a list of nine (9) arbitrators shall be submitted to the American Arbitration Association in accordance with its rules, which rules shall likewise govern the arbitration proceeding. The arbitrator shall have no power to alter, add to, or subtract from the stated policies and rights contained in the negotiated agreement, and his award shall be final and binding upon both parties. Either or both parties may be represented at the arbitration hearing. The party against whom the settlement is made as determined by the arbitrator shall be assessed the full cost of the arbitrator.

E. GENERAL PROVISIONS

1. Grievances that relate to more than one building shall commence at Step 2.

2. The time limits provided for in this Article shall be strictly observed but may be extended by written agreement of the parties.

3. During the period from the first day of classes until the final day of classes, the term "day" shall be defined as any day on which unit members are in session. Following the final day of classes, the term "day" shall be defined as any weekday excluding July 4.

4. Nothing herein contained shall be construed to limit the right of an individual teacher to discuss a personal complaint with an administrator without recourse to grievance procedure except that the Association President will be informed of any results that affect the negotiated agreement.

5. The grievant may be represented at all stages of the grievance procedure by a bargaining unit representative, and BEA is the exclusive agent of the grievance process.

6. No reprisal of any kind shall be taken by or against any participant in the grievance procedure by reason of such participation.

7. The grievant and the Association President engaged during the school day on behalf of the Association in any professional grievance proceedings, including arbitration, shall be released from regular duties during such participation without loss of salary. Any other employee engaged shall be released from regular duties however the Association shall be responsible for the costs of any substitute teachers employed to cover that absence.

8. No records dealing with grievances shall be placed in the personnel files of the participants.

9. Hearings and conferences under this procedure will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses to be present.

ARTICLE III - ASSOCIATION RIGHTS

A. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted to only the Association as the exclusive representative of the employees, and to no other organization.

B. USE OF BUILDINGS, FACILITIES, EQUIPMENT, AND SERVICE

1. The Association and its representative shall have the right to use school buildings in accordance with Board policy at all reasonable hours for meetings.

2. The Association shall have the right to use school facilities and equipment, including copiers, calculators and computers, and all types of audio visual equipment at reasonable times, with prior approval of building principal, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

C. DISSEMINATION OF INFORMATION

1. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service, district email during duty free time, and employee mailboxes for communication to bargaining unit members. Any member mailing of a general nature shall be copied to the Administration concurrently with the mailing.

2. The Association shall have the right to use the P.A. system to announce Association related activities and/or meetings in accordance with building policy.

D. PAYROLL DEDUCTION OF ASSOCIATION DUES

1. The employer agrees to deduct dues from the salaries of members of the Association and to transmit the money by check promptly to the Association.

2. Deductions will commence with the first pay date in October and extend through fifteen (15) consecutive pay periods. The deductions will be as nearly equal in amount as possible for the individual.

3. The employer, within five (5) school days of the deduction, shall transmit to the Association a single check in the amount of all dues so deducted.

4. The Association, ten (10) school days prior to the first pay date in October, shall transmit to the employer a list of those employees who have properly signed payroll deduction authorizations and submitted them to the Association. The list shall include the total amount to be deducted along with the number of deductions for each individual.

5. Should any employee sever their relationship, either voluntarily or otherwise, with the district after February 1, the Board shall deduct the remaining annual dues from the employee's last paycheck and transmit that amount to the Association pursuant to the above procedure.

6. The Association shall indemnify and hold the Board harmless from any claims paid against the Board resulting from this provision so long as the Board has followed the procedures set forth herein.

E. NON-DISCRIMINATION/NO REPRISALS

Pursuant to Ohio Revised Code Chapter 4117, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join or not join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

F. RECEIPT OF BOARD INFORMATION

The Board agrees to furnish to the Association in response to written requests for information concerning the following: Any financial reports and audits after Board approval, notices, agendas and minutes of all school Board meetings; Treasurer's reports; names, addresses, and telephone numbers of all bargaining unit members; salaries paid thereof and education background. The Board policy manual will be supplied electronically through the district web site. The Superintendent will send an email notification to all members notifying them of any policy updates.

G. BOARD MEETINGS

The Association representative(s) at special and/or regular Board meeting shall have the right to address any item on the agenda at a time determined by the Board. The agenda shall be provided to the Association President at the same time and by the same means as provided to the Board.

H. ASSOCIATION-ADMINISTRATIVE CONCERNS COMMITTEE

A committee comprised of four (4) designees of the Superintendent and four (4) designees of the Association President shall meet upon request to discuss any items, which may be of concern to the Association and/or Administration.

I. ACCESS TO MEMBERS OF BARGAINING UNIT

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during lunch and conference periods provided that this shall not interfere with or interrupt normal school operations. The representative shall check in at the principal's office upon entering the building.

J. NEW TEACHER ORIENTATION

The Association shall be given time to address the new teachers at a mutually agreed upon time during the teacher orientation session.

K. DUTIES BEYOND REGULAR SCHOOL DAY

The Association and all teachers recognize their responsibilities to their profession require the performance of some duties that involve the expenditure of time beyond that of the regular working day. These duties which teachers agree to assume according to past practices are:

1. Staff meetings and level department meetings called by the Administration will be reasonable in number and length.
2. Curriculum meetings during school day with release time provided or on the bargaining unit member's own time at tutor rate.
3. PTO meetings - one (1) per academic year.
4. Open House - maximum of one (1) per academic year. If a member is absent due to illness or personal leave for open house, he/she shall be charged a quarter-day of sick leave or personal leave.
5. Preschool and kindergarten registration and/or screenings held outside the normal work day will be paid at the tutor rate.

L. NOTIFICATION OF PROGRAM CHANGE

The Board will notify the Association in advance of any anticipated change of programs which could have the effect of reducing staff levels and will discuss these issues with the Association.

M. PROFESSIONAL ORGANIZATION STIPENDS

Consistent with Ohio Administrative Code sections 3307-6-01 and 3307-6-02, the Board will pay a stipend to the Association President, President-Elect, Treasurer and Recording Secretary. The Association shall certify the stipend amounts to the Board's Treasurer, which in no event exceeds the maximum allowed by the Ohio Administrative Code. The Association shall promptly and fully reimburse the Board of Education for the total costs of the stipends, including any applicable retirement costs.

ARTICLE IV - VACANCIES AND TRANSFERS

A. VACANCIES

1. Vacancies for positions within the bargaining unit which the Board intends to fill shall be emailed to each bargaining unit member at their District email address and shall also be posted on the Board's web page. Positions

as above-described shall be posted at least three (3) school days prior to being filled by a bargaining unit member. Bargaining unit members may apply for such positions by completing the online application process. For applicants from within the district where qualifications are substantially equal the position shall be awarded on the basis of greatest system seniority. This does not preclude the administration from hiring a better qualified individual from outside the system. Vacancies occurring after the beginning of the school year will be filled for the following school year.

2. Posting requirements of Article IV of the Agreement shall not apply between July 1 and the first day of the next school year, except that, the Association President shall be notified of all regular teaching position vacancies.

3. A vacancy shall be defined for purposes of this agreement as a position presently unfilled due to the retirement, resignation, termination, voluntary and involuntary transfer or nonrenewal of a teacher, a position currently filled but which will be open in the future due to the retirement, resignation, termination, transfer or nonrenewal of a teacher, or a new position that is currently not in existence which has been created by the Board and which the Board intends to fill. Supplemental positions must be posted separately from teaching positions, except for supplemental extended time contracts covered by Article XII, H.

4. If a vacancy occurs mid-year, due to a teacher resignation, the posting for that vacancy shall be posted and filled in the regular contractual manner. The actual physical transfer would not be effective until the beginning of the next school year. The position shall be filled with a long-term substitute for the remainder of the school year.

B. TRANSFERS

1. At least fifteen (15) days prior to the effectuation of any involuntary transfer, the employer shall provide the affected bargaining unit member the right to meet with the administration to discuss reasons for the involuntary transfer.

2. A teacher being involuntarily transferred will be placed in a certified position, which does not involve a reduction in total compensation or impairment of tenure.

3. In the event an involuntary transfer occurs due solely to a change in student enrollment and said student enrollment change does not involve a reduction in staff, the unit member in the subject area or grade level in the affected building with the least system seniority shall be transferred as provided for in number 4 of this section. Before the effectuation of any involuntary transfer due solely to a change in student enrollment and said student enrollment change does not involve a reduction in staff, the administration shall offer all teachers in that subject area or grade level in the affected building the opportunity to volunteer for the transfer to the new position. In the event that more than one teacher volunteers, the teacher who is highest on the seniority list will be the one transferred.

4. Bargaining unit members facing involuntary transfer will meet with representatives of the Association and the Administration.

5. Any bargaining unit member who has been involuntarily transferred from a grade level due solely to a change in student enrollment, will be offered the first open position at that grade level that occurs within a two year time period from the date of transfer and the vacancy provisions of Article IV (A) shall not apply. If the bargaining unit member refuses the offered position, the position will be filled in accordance with Article IV (A).

ARTICLE V - EMPLOYMENT PRACTICES

A. CONTRACTS

All members of the bargaining unit shall be issued written contracts for teaching and/or supplemental duties performed. Said contract shall state the amount to be paid. Contracts shall be of two kinds; limited and continuing.

1. Limited Contracts

A limited contract is a contract for five years or less in duration. Supplemental contracts are limited contracts in accordance with the Ohio Revised Code and are not subject to the terms in this section.

a. Upon initial employment, a minimum of a one-year contract shall be issued by the Board.

b. If the teacher is re-employed, the next contract shall be for a period of one-year as well.

c. Upon completion of the two one-year contracts, if the member is re-employed, the next contract issued by the Board shall be for two years or more unless: (1) the teacher requests a one year contract in which case the teacher's request shall be honored, or (2) the Administration deems it necessary to issue a one year contract at which time the Administration will meet with the teacher to explain the reasons for a one year contract. The teacher shall have the right to be represented at this meeting.

d. Upon completion of the two-year contract, if the member is re-employed, he/she shall be issued a contract for three years or more unless: (1) the teacher requests a one year or a two year contract in which case the teacher's request shall be honored, or (2) the Administration deems it necessary to issue a one year contract at which time the Administration will meet with the teacher to explain the reasons for a one year contract. The teacher shall have the right to be represented at this meeting. Each contract subsequent to this three-year contract shall also be for three years or more unless the above exceptions apply.

2. Continuing Contracts

Any teacher employed by the Board who will become eligible for a continuing contract for the succeeding school year, and/or at the expiration of the current limited contract, shall provide written notice to the Superintendent that the staff member is eligible for a continuing contract no later than September 15TH of the school year in which they are eligible for continuing contract status. The teacher need not be at the end of a limited contract to receive a continuing contract. Failure to notify the Superintendent by September 15th shall be a waiver of the teacher's eligibility for the continuing contract for the following school year and may result in the staff member being issued a one (1) year limited teaching contract for the following school year rather than a continuing contract. Notice received after September 15th shall not serve as the notice required by this section for the following school year. If a teacher is in the middle of a multi-year limited contract applies for continuing contract and is denied, this teacher will continue working under their limited contract.

a. A teacher whose initial license was issued prior to January 1, 2011 becomes eligible upon satisfaction of one of the following:

   1. Teacher is employed by the Board for a period of two years and the teacher has previously attained continuing contract status in another Ohio public school district.

   2. Teacher has worked in the School District for three of the last five years and has a professional certificate.

   3. Teacher has worked in the School District for three of the last five years, has a (5) five year professional license and:

      (a) If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

      (b) If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has completed thirty semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

b. A teacher whose initial license was issued after January 1, 2011 becomes eligible upon satisfaction of one of the following:

   1. Teacher has worked in the School District for seven (7) years, has a five (5) year professional license, and:

      (a) If the teacher held his/her master's degree at the time of the issuance of the initial license, the teacher has completed six semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license; or

      (b) If the teacher did not hold a master's degree at the time of the issuance of the initial license, the teacher has completed thirty semester hours of graduate coursework in the area of licensure or in an area related to the teaching field since the initial issuance of the certificate or license.

c. Upon receiving the notice from a member that he/she is eligible for continuing contract and after having completed the evaluations of the member as required by Article V, if the Board or the Superintendent believes that the member is in need of further professional development, the Superintendent may recommend the issuance of a one (1) year extended limited contract to the member. If the Superintendent intends to

recommend an extended limited contract, the Superintendent must advise the member, in writing, of the reasons for this recommendation and shall meet with the teacher upon the member's request.

d. A member may withdraw their request for continuing contract at any time prior to Board action on their contract renewal.

e. The provisions of this section are intended to, and shall, supersede and replace any conflicting provisions of Ohio Revised Code sections 3319.07, 3319.08, 3319.11, 3319.111, 3319.22, Chapter 3301-24 of the Ohio Administrative Code and any and all other provisions of the Ohio Revised Code or Ohio Administrative Code governing the issuance and granting of continuing contracts.

B. TEACHER EVALUATION

All bargaining unit members meeting the statutory definition of a teacher as set forth in Ohio Revised Code section 3319.111 shall be evaluated in accordance with the Ohio Revised Code, the Board adopted evaluation policy, and any approved memorandum of understanding. All bargaining unit members meeting the statutory definition of a school counselor as set forth in Ohio Revised Code section 3319.113 shall be evaluated in accordance with the Board adopted evaluation policy and any approved memorandum of understanding. All other bargaining unit members shall be evaluated in accordance with this Article, and shall be evaluated in accordance with the timelines and the frequency of observations and evaluations set forth in Ohio Revised Code. Any complaints regarding violations of either policy shall be subject solely to the grievance procedure set forth in this agreement and it is intended that this provision shall supersede any evaluation requirements set forth in Ohio Revised Code section 3319.11.

The following provisions apply to the evaluation of all teachers and counselors:

1. Except walkthroughs, monitoring and observations of employees shall be conducted openly and with full knowledge of the employee.

2. All observations and/or evaluations shall be performed only by a licensed administrator employed by the District.

3. Teachers/counselors shall be notified of the identity of his/her evaluator no later than September 15th of each school year. Teachers/counselors new to the District shall be notified within thirty (30) days of the first date of employment.

4. No observation shall be conducted on the day immediately before or after a holiday period.

5. Counselors will be evaluated only on the duties they perform for the district.

6. Student metrics will not be the sole basis used for purposes of making retention or removal decisions regarding bargaining unit members.

The following provisions apply only to non-OTES and non-OSCES members:

Employees shall be given a copy of any class observation report prepared by the evaluator. Such copy will be provided within ten (10) working days following the classroom visit. At that time, a conference date and time will be scheduled during the school day, if necessary. The employee shall have the right to submit a written response to the observation which shall be attached to the file copy.

No employee shall be required to sign a blank or incomplete observation form.

Any evaluation which is less than satisfactory must be accompanied by written recommendation for improvement and a means to obtain the improvement.

The evaluation forms to be used at the various levels (elementary, middle school, high school) shall be uniform in nature.

C. COMPLAINT PROCEDURE

Any complaints regarding an employee made to any member of the administration or Board which does or may influence evaluation or result in disciplinary action of an employee will be notified of the complaint and the nature of the complaint within five (5) workdays of the receipt of the complaint.

D. PERSONNEL FILES

1. The Superintendent of Schools shall provide for the maintenance of an employment record of each certificated staff member of Bryan City Schools

2. Only this record shall be considered official and shall be entitled "Employment Record File" (ERF) and shall be kept in an area designed by the Superintendent. Principals shall be permitted to maintain an anecdotal record file separate from the ERF as long as said record is placed in both files. All entries into the anecdotal and/or ERF file shall be dated as to entry.

3. Any staff member for whom an Employment Record File is maintained shall, upon request, be permitted to examine his Employment Record File pursuant to Ohio Revised Code Chapter 1347. Said teacher shall be entitled to have a representative of his/her choosing accompany him/her during such review.

4. The staff member shall be given a copy of any document placed in his/her ERF or anecdotal file contemporaneously with the placing of the material in either file.

5. It is mandatory that the following items be deposited in the ERF of each certified staff member.

   a. A signed copy of the final OTES/OCESC summative evaluation and/or a signed copy of the annual evaluation/walkthrough.

   b. Copies of all certificates held.

   c. Official transcripts of undergraduate and graduate work completed.

   d. Copies of requests for transfer, leaves of absence, maternity leave, military leave, and all replies to such requests from administrators.

   e. Copies of current contracts.

   f. The application for employment.

   g. Other items may be included in the ERF in accordance with item 5 of this policy.

6. Anonymous letters or reports shall not be included in any evaluation nor placed in the teacher's ERF or anecdotal file unless the letter or report results in disciplinary action being taken against the teacher.

7. The staff member shall have the right to rebut any item deposited in the employment record file.

8. The President of the Association shall have the right to examine, at a member's written request, the complete files pertaining to that member.

E. CERTIFICATION

Teachers will not be required to teach in an area for which they do not hold certification pursuant to state requirements. For the entirety of their employment, teachers shall be required to maintain all certificates or licenses obtained while employed with the Board.

F. EMPLOYMENT OF RETIRED TEACHERS

1. Teachers who have retired and who are or will be receiving benefits through STRS or any other retirement system may be employed by the Board. There shall not be any expectation that any such teacher, whether formerly an employee of the Bryan City School District or not, will be offered employment. The Board reserves the right to offer or not to offer such employment selectively, based on the needs of the school district, and no reason for declining to offer such employment to anyone pursuant to this provision shall be required.

2. The salary to be paid to the retired teacher shall be determined by the Board of Education at the time of initial employment and at the time of each subsequent contract grant. To the extent this provision shall be in conflict with Chapter 3317 of the ORC, this subparagraph shall supersede and replace those sections of law with which it is in conflict.

3. Individuals employed pursuant to this section shall be eligible for health, vision, and dental insurance benefits pursuant to this Agreement. Individuals hired pursuant to this section shall not be eligible for life insurance or severance benefits. Persons hired under this section shall be eligible to receive up to three hundred fifty dollars

($350.00) per month reimbursement for health insurance premiums paid by the bargaining unit member to another health insurance provider, upon providing proof of payment to the Board.

4. Teachers employed pursuant to this provision shall receive one (1) year limited contracts and shall not be eligible for continuing contracts, regardless of their years of service or license held. The decision whether to employ a teacher hired under this section for another year is solely within the discretion of the Board of Education, and that decision is not subject to the grievance procedure or ORC 3319.11. If the board determines that it will employ the bargaining unit member for the succeeding school year, the board will notify the bargaining unit member by April 15th.

5. Each one (1) year contract shall automatically expire upon the completion of the school year and it shall not be necessary for the district to take formal action to non-renew the employee pursuant to Ohio Revised Code section 3319.11 in order to terminate the employment relationship. The employment relationship shall end upon the expiration of the contract in the same manner as a supplemental contract. Teachers employed pursuant to this provision may not post for vacancies, shall not maintain bumping rights, shall have no seniority rights over any other teacher. Teachers hired pursuant to this provision are not entitled to any severance benefits or retirement incentive benefits.

6. Teachers hired under this provision are not eligible to receive any severance payment permitted under this Agreement.

7. Teachers employed pursuant to this provision shall start each contractual year with three (3) days sick leave balance and shall earn sick leave during the contractual year at the same rate as other members of the bargaining unit up to a total of fifteen (15) days, which shall include the three (3) days advanced. Teachers employed pursuant to this provision shall not be eligible for participation in the Sick Leave Bank. If the teacher is employed under another contract(s) for succeeding years, there will not be a carryover of the sick leave days from year to year.

8. All of the terms and conditions of employment set forth in the preceding numbered paragraphs shall supersede and replace any sections of the ORC with which they are in conflict, including but not limited to, Sections 3319.11; 3319.111; 3319.12; 3319.17; Chapter 3307; 3313.202; 3319.08; 3319.141; 3317.13; and 3317.14.

ARTICLE VI - REDUCTION IN FORCE

A. STAFF REDUCTIONS

The following procedures shall govern the reduction of certified staff made necessary as a result of any of the reasons set forth in Ohio Revised Code section 3319.17: a lack of sufficient operating funds, decreased enrollment of pupils, meaning a lesser number of students in: (a) the entire district, (b) a building or buildings within the district, (c) a particular academic program or curriculum area of study, and (d) grade level, return to duty of regular teachers after leaves of absence, suspension of schools, or territorial changes affecting the district. Ohio Revised Code section 3319.11 shall not be used for the purposes covered by this section.

B. DATES OF NOTIFICATION

Teachers whose contracts are to be suspended due to a reduction will be notified no later than June 15th preceding the school year during which the reduction will be in force or forty-five (45) days notification, if needed, due to reduction in State or Federal funding.

C. ATTRITION

To the extent possible, the number of persons affected by a reduction in force will be kept to a minimum by not employing replacements for employees who retire or resign or whose limited contracts are not renewed for performance reasons in accordance with Ohio Revised Code section 3319.11 and other related sections of this Master Agreement.

D. REDUCTION OTHER THAN BY ATTRITION

To the extent that reductions under "A" above are not achieved through attrition, reductions will be achieved by layoff. Layoff shall mean that a teacher's contract(s) will be suspended completely or reduced from full-time to part-time. When layoffs of members of the bargaining unit are necessary, members shall be laid off by positions in which they are employed. A person whose position is being eliminated or reduced from full-time to part-time shall have the opportunity to displace the least comparable person in a position for which he/she is certified so long as the reduced in force teacher is qualified for the position. A teacher exercising these displacement rights must notify the Board or Superintendent of their intent to do so within two (2) workdays of the receipt of the notice of reduction in force required by Paragraph B.

Reductions shall be made upon the recommendation of the Superintendent of Schools who shall give preference to teachers on continuing contracts. The Board shall not have preference to any teacher based on seniority, except when making a decision between teachers who have comparable evaluations.

Comparability shall be determined based upon the teacher performance rating only and shall be based on a three year average of the evaluation ratings, if available, with the lowest average score being deemed the least comparable rating. The numerical values for the evaluation ratings shall be as follows:

a. Accomplished – 4

b. Skilled – 3

c. Developing – 2

d. Ineffective – 1

If two teachers have the same numeric ranking, the teachers shall be deemed comparable.

E. SENIORITY AND CERTIFICATION

A seniority list shall be established listing all members of the bargaining unit, the date of hire-in, and the areas of certification held by each teacher.

All teachers having a continuing contract shall be placed higher on the seniority list than those teachers who do not. After this is done, seniority shall be determined by the length of continuous service in the school system. Among those with the same length of continuous service, seniority shall be determined by and in order of preference:

1. The date of the Board meeting in which the teacher was hired; and then by

    a. The teacher having the greatest number of hours of course work taken in his/her licensure area since the date of hire; and then by

    b. The teacher with the greatest number of total years in teaching, and then by

    c. The time stamped date when the applicant accepted the position through the execution of the intent to hire form, and then by

    d. An agreed upon method in which all affected parties will have an equal opportunity.

2. Length of continuous service will not be interrupted or affected by authorized leaves of absence.

3. On or about January 30th of each school year, the Association President shall receive in writing a copy of the seniority list of all certified personnel.

F. RECALL

1. Teachers on the reduction in force list shall be eligible to return to active employment to fill vacancies Seniority shall not be the basis for recalling a teacher, except when making a decision between teachers who have comparable evaluations. The teacher shall have five (5) work days in which to notify the Board of the teacher's acceptance of the offered employment. During the summer, a workday shall be defined as a day that the Administrative Offices are open for business. Failure to respond shall result in the position being offered to the next eligible teacher on the recall list. In the event that a reduction in force occurs pursuant to this provision which results in the reduction of five (5) or more members, and the Board decides to recall any of the members affected by this specific reduction in force, then each member shall be returned to their original position, should they accept the recall. Affected member includes any person placed on the recall list by virtue of the specific reduction in force, any member reduced in force due to the exercise of displacement rights by a more senior member, or any person who exercised displacement rights and is still in the employ of the board.

2. In the event a vacancy(ies) becomes available, the Board shall recall the teacher to active employment status by giving written notice to the teacher.

3. Said written notice shall be sent to the teacher and the Association President by certified letter addressed to the teacher's last known address. It shall be the responsibility of each teacher to notify the Board of any change in address.

4. A teacher who has been laid off shall remain on the reduction in force list until he or she is recalled or until he or she makes a written request to the Superintendent to be removed from the list. Teachers shall remain on the recall list for a period of two (2) years from the effective date of the reduction.

5. If a teacher on the reduction in force list is offered a full-time vacant position for which he/she is qualified and refuses that position, then in that event, the Board's obligation to the teacher shall cease and the teacher's employment with the Board shall terminate and his/her name shall be removed from the recall list.

G. GENERAL

1. Nothing in this section shall prevent the Board from exercising its right under Section 3319.11, Ohio Revised Code, so long as the reasons are not for those set forth in "A" above.

2. Teachers whose contract(s) are suspended shall be given preference when substitute teachers are employed.

ARTICLE VII - LEAVES OF ABSENCE

A. SICK LEAVE

1. Each member of the bargaining unit shall be entitled to sick leave of one and one-quarter (1 1/4) work days with pay for each completed month of service.

2. The unused sick leave shall accumulate to a maximum of two hundred fifty-five (255) days.

   a. On July 1st of the contract year, any employee who has reached the maximum accumulated sick days shall accumulate an additional thirty (30) days per year to be used for sick leave without reducing the maximum number of accumulated days. These days do not count towards severance and cannot be rolled over into the following year.

   b. Newly hired employees and employees returning from extended leave without accumulated sick leave shall be advanced five days for the remainder of the current contract year with the provision that such advanced sick leave may be recovered from final settlement, including wages due, of any employee who departs or terminates, except in the cases of death or disability of the bargaining unit member, prior to the completion of the current contract year or prior to the restoration/payback of all advanced sick leave. Any employee advanced sick leave will be allowed to restore advanced sick leave during subsequent years.

3. Bargaining unit members who are absent on approved sick leave as listed below, are still in the service of the district, and accumulate sick leave credit while absent. Bargaining unit members shall qualify for sick leave absences with full pay during any school year for any of the following reasons:

   a. Personal illness or injury;

   b. Illness and/or incapacitation due to pregnancy, which shall include a spouse's ability to take up to six (6) weeks of sick leave from the date of the birth of his child due to his spouse's recovery from childbirth;

   c. Exposure to contagious disease which could be communicated to others; or

   d. Absence due to illness, injury, or death in the employee's immediate family according to the following:

      1. In the case of illness or injury, immediate family is defined as spouse, children (including step), parents (including step), grandparents, grandchildren, parents-in-law, children-in-law, fiancé(e), and relative or other person living in the household.

      2. In case of illness or injury to the following persons living outside the household: sister (including step), brother (including step), sister-in-law, or brother-in-law; the bargaining unit member is limited to five (5) days per illness or injury.

      3. In the case of death of an individual listed in (d) (1) the bargaining unit member is entitled to ten (10) days per occurrence.

      4. In the case of death of any of those listed in (d) (2) above, and close friends, the unit member is entitled to three (3) days per occurrence.

5. In the case of the death of an individual for whom the bargaining unit member is the executor of estate not listed in (d) (1), the bargaining unit member is entitled to three (3) days per occurrence in addition to the leave granted under (d) (4).

e. In the case of adoption, a member may use up to thirty (30) days of sick leave associated with the adoption of a child. This does not preclude the use of personal leave related to adoption.

4. Sick days shall only be counted when school is in session.

5. Upon return from sick leave, the bargaining unit member shall furnish a satisfactory signed statement indicating that he/she was absent for one of the qualified reasons above. The specifics of such reason do not have to be given. The Board reserves the right to request documentation from a medical provider.

6. Notice of accumulated days of sick leave shall be provided on the pay stub provided to each unit member.

7. As much advance notice as possible of the need for use of sick leave shall be given to the building principal.

8. A member that expects to exhaust all of his/her sick leave may apply to the Sick Leave Donation Committee for a donation of sick leave. The application must include a physician's statement indicating the nature of the illness or injury, diagnosis and prognosis, and the projected date of return to work. Application for a sick leave donation may only be made for catastrophic illness or injury. Catastrophic illness or injury is defined as an illness or injury that is "unusual, extraordinary, sudden, and unexpected manifestation of the forces of nature which cannot be prevented by human care, skill, or foresight."

   a. The Sick Leave Donation Committee (SLD) shall be made up of the Treasurer, a Building Principal, and one representative from the Association. Upon receipt of the application to the Sick Leave Donation Program the SLD shall review the application to determine if the application meets the qualifications for eligibility. If the application is denied, the requesting employee may appeal this decision to the Superintendent.

   b. If the application is approved, the SLD Committee shall notify all employees in the Association that there has been a request for sick leave and the name of the individual requesting sick leave. The requesting employee may only be granted a total of up to thirty (30) days for the first application. If those days are exhausted, the employee may make additional applications for up to another thirty (30) days.

   c. Upon receiving notification of the application for a sick leave donation, each bargaining unit member may donate up to five (5) days of sick leave to a pool that will be credited to the requesting employee. The donations will be credited as one (1) day for every one (1) day donated. A total of thirty (30) days may be donated for each application. The days will be tracked on a first in, first donated basis through a Google Form and/or similar technology.

   d. Upon finalization of the identity of the confirmed donors, the Treasurer shall verify that each donor has the requisite number of days to their credit, and if so, deduct those days from the donor, and credit thirty (30) days to the account of the requesting employee. The Treasurer will make the transfer when the employee has exhausted existing sick leave.

   e. If the employee making the donation has accumulated the maximum number of sick days at the time the donation is made, the donated days shall be deducted from that maximum. However, any days accrued after the donation will be credited toward the maximum number allowing the member to reach the maximum anew, time permitting.

   f. If the member applies for, and is granted a donation of sick leave days, the days shall be paid at a per diem rate based on the member's current rate of compensation.

B. PROFESSIONAL LEAVE

Professional meetings shall be those meetings, which provide staff with the opportunity to gain knowledge of new developments in education and proposed solutions to educational problems in order that they may bring back to the Bryan City Schools ideas to aid in the improvement of instruction.

1. All meetings must be approved prior to attendance by the principal and the Superintendent.

2. Requests to attend meetings shall be submitted at least two (2) weeks before the meeting. From this, a master calendar can be prepared to assist in budget preparation and prevent a large number of absences on any given day.

3. Not more than two people from each area shall attend the same meeting unless justification for attendance of additional personnel is presented when attendance is limited. Selection shall be on a rotation basis.

4. Meetings shall be in the individual's teaching area only unless otherwise approved by the Superintendent.

5. Reimbursement for conference attendance shall be based upon the following:

   a. Transportation to and from meeting at the IRS rate per mile if driving or full cost of commercial transportation, whichever is less. When two or more persons attend the same conference, car pools must be formed when private cars are used for transportation. School van/car must be utilized, if available.

   b. Reasonable housing and meal expenses. Meal reimbursement limits are $50 per day including taxes and gratuities.

   c. Other - reasonable expenses (registration, parking, etc.) will be reimbursed.

   d. Expense vouchers must include receipts for all expenses.

6. The OEA and NEA Representative Assemblies are considered to be professional meetings for delegates of the Association.

C. PERSONAL LEAVE

1. Each bargaining unit member will be entitled to three (3) paid days of personal leave each year. The teacher shall notify the principal at least 72 hours in advance of the intended use of such leave, except in cases of emergency. No leave day nor any portion thereof will be granted to any staff member on the day immediately prior to or following a school holiday or break period, unless the Superintendent grants an exception. Exceptions will be granted for a member's attendance at college or high school graduation, attendance at military functions, weddings, the member's child's school events or mandatory court appearances.

   No more than two of these days may be taken consecutively, unless otherwise approved by the Superintendent in advance. Personal leave days may not be taken in conjunction with or adjacent to deduct days, unless otherwise approved by the Superintendent in advance.

2. Emergency child care personal leave day.
   Members may request one (1) day not charged to personal leave for exigent circumstances related to the child care of the member's child. If not used, this day is not reimbursed. Members must provide written verification of the exigent circumstance.

3. Personal leave shall be granted to no more than six (6) staff members in a given building on any specific day unless approved by the Superintendent. Those individuals who do not use their personal leave shall be reimbursed at the rate of $200.00 for each day not used.

4. Personal days shall only be counted when school is in session.

D. DEDUCT LEAVE

1. Each bargaining unit member will be allowed to choose and take up to three (3) deduct days. Days will be subject to availability and approval from the Superintendent.

2. The per diem rate of pay that is foregone for the deduct day shall be deducted during the pay period in which it occurs.

3. Insurance coverage will not be affected for the deduct day.

4. Deduct leave days may not be taken in conjunction with or adjacent to personal days.

E. PARENTAL LEAVE

1. Leave without pay for a period not to extend beyond one (1) complete school year shall be granted teachers with a newborn child, up to twelve (12) months of age requesting parental leave which shall also include adoption of a

minor child. This provision applies to both spouses. The date established for the beginning of such leave shall be determined by the teacher. Consideration should be given to commencing said leave at the beginning of a grading period. The request shall be submitted at least thirty (30) days prior to the date on which the leave would be scheduled to begin. This provision may be waived by the Superintendent in cases of emergency.

2. The Board shall request notification of the intent of the bargaining unit member to return from leave. The teacher shall notify Board of intent to return from leave no later than February 1 preceding the school year. If the teacher fails to notify the Board by February 1 of the teacher's intent to return, the failure to so notify the Board shall be deemed notice of the teacher's irrevocable resignation from employment with the Board. Upon return to service at the expiration of such leave, the teacher shall resume the existing contract, the term of which shall not be extended, except that, if such leave includes the last year of a contract and the Board has not been able to complete an evaluation in the final year of the contract, the Board may, at its discretion, issue a one-year contract for the purpose of conducting said evaluation. The teacher shall be returned to the same position held prior to the leave or similar position provided the original position does not exist. In the event of reduction in force, the provisions of reinstatement shall be subject to the reduction in force agreement.

3. If a teacher has been granted a leave of absence without pay for less than two (2) school years and requests an extension of that leave of absence, then the Board may grant the request as long as the total time of the leave does not exceed the school year in which it started and the following school year. A leave shall end at the end of a grading period in accordance with the teacher's assignment.

4. Parental leave shall not extend the term of a teacher's contract.

5. Teachers on parental leave shall not be subject to the evaluation requirements of this Agreement. This provision is intended to supersede any and all conflicting provisions of Ohio Revised Code section 3319.11, 3319.111 and 3319.13.

F. MEDICAL LEAVE

A leave of absence without pay for a period of up to two (2) years shall be granted upon medical documentation of the need thereof for the employee, spouse, or their child.

1. The teacher shall supply a statement from a physician specifically stating in terms of months, weeks, and/or days, the period of time the teacher will be unable to return to work.

2. If a teacher has been granted a leave of absence without pay for less than two (2) school years and requests an extension of that leave of absence, then the Board may grant the request as long as the total time of the leave does not exceed the school year in which it started and the following school year. A leave shall end at the end of a grading period in accordance with the teacher's assignment.

3. The Board shall request notification of the intent of the bargaining unit member to return from leave. The teacher shall notify Board of intent to return from leave no later than April 1 preceding the school year. If the teacher fails to notify the Board by April 1 of the teacher's intent to return, the failure to so notify the Board shall be deemed notice of the teacher's irrevocable resignation from employment with the Board.

4. Teachers on medical leave shall not be subject to the evaluation requirements of this Agreement. This provision is intended to supersede any and all conflicting provisions of Ohio Revised Code section 3319.11, 3319.111 and 3319.13.

G. LEGAL OBLIGATIONS

In the case of jury duty, or when subpoenaed by a court in a matter to which the member is not a named party or when, as a result of the employee's position as a public employee, the Board will grant a leave for legal purposes. Pay for days of such absences shall be based on the difference between such employee's regular compensation and the remuneration received for serving in such position.

H. EDUCATIONAL LEAVE

1. A leave with pay for a period of up to one (1) year may be granted for further formal training or study directly related to the performance of the teacher's assignment. The pay for this leave shall be equal to the difference between the regular salary of the teacher taking the leave and the amount paid to the substitute.

2. In order to apply for this leave, the teacher must have completed three (3) years of employment in the school district.

I. ASSAULT LEAVE

1. Notwithstanding the provisions of Ohio Revised Code section 3319.143 the employer will grant assault leave up to ten (10) days to members of the bargaining unit absent due to disability resulting from assault under the following conditions:

   a. Any bargaining unit member who is absent from his/her duties due to disability resulting from an assault which occurs in the course of the employee's Board employment, on or off school premises, before, during or after school hours in a school related Board approved function or activity will be paid his/her compensation for the period of said leave. This period of absence as defined in this provision shall be termed "assault leave".

2. Before assault leave can be approved the bargaining unit member shall meet the following condition:

   a. Furnish the Superintendent a written, signed statement describing the circumstances and events surrounding the assault, the cause thereof, including the location, the time of the assault, the names and addresses of the victims and witnesses, and a description of the injuries sustained by each victim of the assault unless physically impossible to do so.

   b. A written medical report shall be filed by a physician licensed stating the nature of the disability and its duration with the Superintendent.

J. ACCIDENT LEAVE

Any bargaining unit member who is absent from his/her duties within the first twelve (12) months following a work related accident due to disability resulting from an accident which occurs in the course of the employee's Board employment, on or off school premises, before during or after school hours in a school related Board approved function or activity will be paid his/her compensation for the period of said leave prior to receiving Worker's Compensation benefits. Members shall apply for Worker's Compensation as a condition of receiving accident leave.

K. GENERAL PROVISIONS

1. Individuals on any approved unpaid leave may continue any and all of their group benefits for the duration of said leave providing they reimburse the Board in advance for premium costs. Group benefits for individuals on a parental leave shall be provided according to the provisions of the Family and Medical Leave Act of 1993. Those individuals on paid leaves shall have their premium costs paid by the Board pursuant to the related sections of the contract.

2. Should a bargaining unit member deem it necessary to request that an approved leave of absence be adjusted or terminated prior to the expected date of termination, he/she should immediately make said request to the Superintendent. If possible, the Superintendent will accommodate the request of the teacher.

ARTICLE VIII - COMPENSATION AND REIMBURSEMENTS

A. SALARY SCHEDULE

1. Regular Salary Schedule (Attached)

The salary and index of each full-time bargaining unit member covered by this agreement is calculated according to Appendix "A" which is attached hereto and made a part hereof. Each part-time bargaining unit member shall receive a prorated salary calculated according to Appendix "A" and the number of periods worked.

2. Supplemental Salary Schedule (Attached)

A. Bargaining unit members contracted for supplemental positions shall be paid according to the indices in Appendix "B". Said index shall be multiplied by $45,000 for the length of the contract.

B. The following supplemental positions must be accepted by the unit member assigned to the relevant duties:

1) Head Band Director – Band Teacher

2) Orchestra Director – Orchestra Teacher

3) Choir Director – Choir Teacher

3. Tutors

Any member of the bargaining unit who is scheduled to tutor students shall be paid at the rate of 1/10 of 1% of base salary per scheduled hour.

B. SALARY SCHEDULE PLACEMENT

Degree and Hours

1. Bargaining unit members shall be placed on the salary schedule according to the highest degree which they have attained. The masters column and beyond must be graduate hours and must be in the field of education. Hours earned before a Master's Degree is conferred cannot be counted towards the M+20 column, even if such hours were not part of the Master's Degree program. In order to move to a column, the Master's degree must be in or directly related to the bargaining unit member's area of licensure and/or an area related to the field of education. Any licensed Speech pathologists, employed by the school district, shall be placed on the M+20 column.

2. A member must apply for a change in placement on the salary schedule by submitting a written/electronic request to be moved with the Superintendent's designee. All credit for additional training must be presented to the Superintendent for consideration within three (3) weeks after the first student day at the beginning of the first and second semesters unless it is impossible to obtain written evidence of successful completion of the course work prior to that time at which time the Superintendent will be notified in writing of said impossibility. Upon receipt of an official transcript and board approval, the member would be placed on the appropriate salary schedule retroactively to the first work day on or after August 1 or January 1, whichever is applicable.

3. At the Superintendent's and/or Board's discretion, newly hired teachers may be granted up to fifteen (15) years of service credit for purposes of placement on the salary schedule for any prior teaching experience, whether such experience was gained in the State of Ohio or otherwise, or in private or public schools, or for employment in the private sector in an area directly related to the teacher's teaching assignment.

4. The provisions of this section are intended to supersede any conflicting provisions of Ohio Revised Code section 3317.13 and 3317.14.

Beginning with the effective date of this master agreement, the Board of Education will reimburse bargaining unit members for 100% of any costs incurred related to state and federal background checks and fingerprinting required by the Ohio Revised Code. Such reimbursement shall be made within thirty (30) calendar days of the Board's receipt of evidence that the employee has paid for the background checks.

C. PAY PERIODS

Members of the bargaining unit will be paid in twenty-four (24) equal installments to be paid on the 10th and 24th of the month or the following business day if such day falls on a weekend or bank holiday..

D. SUBSTITUTE TEACHERS PAY

Any teacher who does substitute work for a consecutive period of time beyond forty-five (45) school days for the same bargaining unit member shall from the inception be placed on the appropriate step of the salary schedule, not to exceed ten (10) years, and be entitled to any fringe benefits and emoluments excluding insurance that a full-time member would receive. Calamity days do not count towards the forty-five (45) days but will not cause an interruption in the consecutive period.

E. MILEAGE REIMBURSEMENT

The Board agrees to reimburse unit members for mileage accumulated on the member's personal vehicle for approved miles driven on Board business as certified by the member's supervisor at the IRS published rate per mile. The Board shall provide automobile liability insurance protection pursuant to 3313.201, Ohio Revised Code, for bargaining unit members when their personal automobiles are used as provided in this section.

F. REMUNERATION FOR SUBSTITUTING FOR ANOTHER TEACHER

Bargaining unit members required to substitute for an absent employee that results in a full loss of the unit member's daily conference/planning time, or causes the member to teach/supervise two (2) classes at one time and/or a class that

is not part of their regular assignment, shall be paid at the rate of twenty dollars ($20) per occurrence, starting with the first occurrence, not to exceed more than one (1) occurrence per working day. Unit members must report the substitute work completed during the pay period in which the service occurred.

G. TUITION REIMBURSEMENT

Bargaining unit members shall receive reimbursement toward tuition for additional training. Courses to be taken will be approved by the Superintendent/Board in accordance with the following guidelines:

1. Only bargaining unit members who are currently under contract in the Bryan City Schools qualify for reimbursement. Employees on any unpaid leave of absence are not eligible for tuition reimbursement. Individuals who take summer work for reimbursement and then leave the Bryan City School District will not receive the reimbursement.

2. Retired/rehired teachers are eligible for tuition reimbursement.

3. Courses taken must relate to the individual's area of instruction or must be coursework related to any state or federal mandated requirement.

4. Courses taken must be pre-approved by the Superintendent, or Superintendent's Designee. Courses taken to certify individuals in other teaching areas through an accredited college or university of education will be approved by the Superintendent with the following limitations.

    a. Classes taken toward guidance, school administration, Master's degree, Doctoral degree, or an additional area of teacher certification will be approved.

    b. Classes taken unrelated to K-12 education will not be approved (For example: Classes toward a law degree, MBA, a master's or doctoral program unrelated to education).

    c. Accreditation must be through one of the six (6) regional accreditation agencies, the American Council of Education or National Program of Non-Collegiate Sponsored Instructions.

5. An individual must have completed one year of teaching in the Bryan City Schools before being eligible for reimbursement. Summer Courses after the 1st year of teaching are eligible for reimbursement.

6. During the academic year, a maximum of six (6) semester hours will be considered for reimbursement during any given quarter/semester. Coursework taken during the summer or related to any state or federal mandates shall be unlimited hours.

7. All classes taken will be reimbursed upon completion of course and proof of payment, by August 15th for classes completed in the previous twelve (12) months. Paperwork shall be due June 30th for reimbursement by August 15 of each year. If a teacher does not submit the proof of completion and payment by June 30, the teacher will not be eligible for reimbursement under this section. Reimbursements will only be issued for the cost of tuition paid to the institution issuing the credit, not including fees, books, other miscellaneous charges incurred, or charges from other organizations. An itemized statement/receipt is required for reimbursement. At the time of submission of proof of completion, classes paid for through a forgivable loan, grant, or scholarship are not eligible for reimbursement.

8. If a teacher resigns under own initiative from Bryan City Schools within two school years of payment for additional classes, one hundred percent (100%) of the tuition reimbursement monies paid to that teacher must be repaid to the Bryan City Schools prior to the end of the teacher's employment. The two-year repayment period extends from the date of original payment until the end of second school year following payment. Should the teacher fail to make such payment the Board may attach and withhold any wages or salary due to the teacher for such repayment. It will be the Bryan City School Districts responsibility to collect said money, not the BEA. Special consideration to waive the requirement to repay Bryan City Schools could be given by the Superintendent if a teacher has cause to leave the district beyond the control or intent of the teacher. (For example: spouse's relocation to another state) This provision does not include retirement, non-renewal, or termination.

9. Total reimbursement will not exceed $100,000 in a given year. If requests exceed the cap, then they will be paid on a prorated basis.

H. College Credit Plus (CCP) Credentials

A member of the bargaining unit shall be eligible for a one-time stipend for being credentialed to teach College Credit Plus courses. The stipend of $500 shall be paid upon completion of requirements and the teaching of one CCP semester or course. Current credentialed staff who have taught a CCP course will receive their payment with the first new pay of the 2026-2027 school year.

I. PAYROLL DEDUCTIONS

1. Bargaining unit members are entitled to the use of payroll deduction for the following:
   a. Membership dues in the United Teaching Profession
   b. U.S. Savings Bonds
   c. Credit Unions
   d. Political Donations
   e. Annuities
   f. Insurances
   g. Tuition Trust
2. A payroll deduction authorization form must be signed by the individual requesting the deduction and submitted to the Treasurer of the district. Said form shall indicate the amount of each deduction and the number of deductions to be made. The deduction(s) shall commence with the first check of the next month following the submission of the request or the following payroll if such payroll has already been completed at the time of the submission of the request.

J. RETIREMENT NOTIFICATION

A member of the bargaining unit shall be entitled to receive payment of a $1,500 stipend if the teacher submits his/her letter of retirement to the Board of Education no later than the end of business on December 30th or the last business day of the year should December 30th be on a weekend. This stipend does not apply to the employment of retired teachers, or retire/rehires, who have already retired from a previous district/company.

The stipend will be paid at the time of retirement in the first severance check.

K. SEVERANCE

Each retiring member of the bargaining unit shall, upon application, be entitled to receive payment for thirty (30) percent of her/his accrued but unused sick leave.

1. Each retiring employee's eligibility for payment based upon accrued but unused sick leave shall be determined as of the final date of employment and under the following conditions and criteria.
   a. The employee must have had not less than five (5) years of service with this school district, the State of Ohio, its political subdivisions, or any combination thereof;
   b. The employee actually terminates his employment with the district through retirement or death;
   c. The words "retires" or "retirement", as used herein, mean disability or service retirement under the State Teachers' Retirement System;
   d. The employee must, at the time of receiving his payment as provided herein, certify that all of the conditions and criteria set forth in this policy have been met, and shall supply such proof of documentation as may reasonably be required.
2. Payment as provided herein shall be made in two lump sums, with one payment equal to twenty-five percent (25%) of the severance being made within thirty (30) days after the employee provides proof of documentation of the receipt of retirement benefits to the Board and the second payment equal to seventy five percent of the severance being made on the first payroll of January in the year following the year of retirement. The employee may elect to be paid the entire severance amount in the year in which he/she retires.

3. The amount of benefit due the retiring employee shall be determined by:

   a. Multiplying the employee's accrued but unused sick leave by thirty (30) percent.

   b. Dividing the annual base salary of the employee by the number of required work days to obtain the per diem rate.

   c. Multiplying the product of "a" above by the employee's per diem rate;

4. Receipt of payment for accrued but unused sick leave shall eliminate all other sick leave credit accrued but unused by the employee.

5. The provisions of this Article are intended to supersede the conflicting provisions of Ohio Revised Code section 124.39.

L. S.T.R.S. PICK-UP

The Board agrees to pick-up (assume and pay) contributions to the State Teachers' Retirement System upon behalf of the employees in the bargaining unit on the following terms and conditions:

1. The amount to be picked-up and paid on behalf of each employee shall be each member's mandatory contribution on his/her compensation. The employee's annual compensation shall be reduced by an amount equal to the amount picked-up and paid by the Board.

2. The pick-up percentage shall apply uniformly to all members of the bargaining unit.

3. No employee covered by this provision shall have the option to elect a wage increase or other benefit in lieu of the employer pick-up.

4. The pick-up shall become effective beginning with the first pay period in January 1988 and shall apply to all compensation including supplemental earnings.

5. Sick leave, severance, supplemental, extended service pay, etc., which are indexed to or otherwise determined by reference to the employee's rate of pay shall be calculated upon both the cash salary component and pick-up component of the employee's restated salary.

6. The Board and Association shall not be liable for any adverse ruling on such STRS contribution by any state or federal court or agency.

M. EXTENDED DAYS

The following positions may be granted up to twenty (20) days a school year at the discretion of the superintendent: guidance counselors, speech pathologists, school nurse, computer/technology coordinator, consumer/family sciences, band, and librarians. These days shall be paid at the rate of their per diem rate.

N. DIRECT DEPOSIT

All bargaining unit members shall have their payroll check deposited by electronic transfer to a financial institution of his/her choice. The employee's salary shall be paid by electronic transfer to a financial institution not later than 10:00 a.m. each pay date. Remittance advice of paychecks shall be emailed to the bargaining unit member at his/her district email account.

ARTICLE IX - RESIDENT EDUCATOR PROGRAM/MENTOR TEACHERS

A. Application for Mentor Teaching Position

Openings for mentor teaching positions shall be posted per Article IV of the current agreement. If the Superintendent and new non-RESA teacher mutually agree that a mentor is necessary, one will be posted.

B. Selection Criteria for Mentor Teachers

1. The mentor teacher will be selected by the administrative team.

2. The applicant must have had a minimum of three (3) years of successful teaching in the Bryan City School District or elsewhere.

3. The mentor teacher should have experience and certification appropriate to the entry year teacher's assignment.

C. Selection

1. The mentor teacher shall first be chosen from those who apply and are most qualified within the entry year teacher's team, department, or grade level. Preference will be given to mentor teachers who have three (3) years of experience at Bryan City Schools.

2. If there is no mentor teacher available within the team, department/grade level, then a mentor teacher shall be chosen from within the building of the entry level teacher in a discipline as closely related to the entry year teacher's field as is possible.

3. If there is no mentor teacher available within the building, then a mentor teacher will be chosen from the District at large in a field as closely related to the entry year teacher's field as possible.

4. Where there is more than one (1) potential candidate for the position of mentor teacher, consideration shall be given according to the seniority list.

D. Criteria for Mentor Teacher Placement

1. One (1) mentor teacher will be placed with each entry year teacher for one (1) school year.

2. A mentor teacher may only serve one (1) entry year teacher per school year, unless unusual circumstances exist.

E. Compensation

1. The mentor teacher shall be given a supplemental contract.

2. Travel allowance and other related expenses shall be granted when appropriate, through the Bryan City School System.

F. Duties

1. The mentor teacher will meet with the entry year teacher before the end of the first week of school. The purpose of this meeting is to answer questions about the District policies and procedures; building procedures; other areas specific to the needs of a new employee such as organizing for teaching, lesson plans, etc.

2. The mentor teacher will be prepared to work outside of school hours with the entry year teacher for at least an average of one (1) or more hours per week for the remainder of the school year.

3. The mentor teacher will maintain a log of specific meetings held with the entry year teacher. The log will contain date and time of meetings and areas of discussion of the meeting. This log is only a record of fact and shall only be used to determine if the supplemental contract has been fulfilled.

4. The mentor teacher will meet with the entry year teacher at the end of the school year to evaluate the Entry Year Program.

5. At the close of the school year, all mentor teachers will meet with the relevant administrators to evaluate the entry year program and to provide suggestions for improvement of the program to the Superintendent and the Association.

6. The emphasis of the mentor teacher shall be on formative assistance and shall focus on skill enhancement and shall not provide a remediation program.

7. No mentor teacher shall participate in any informal or formal evaluation of an entry year teacher nor make any recommendations regarding the assignment or continued employment of the teacher. All interaction, written or oral, between the mentor teacher and the entry year teacher shall be regarded as confidential and not provided for any evaluative purpose.

ARTICLE X - JOB SHARING PROGRAM

A. GENERAL

1. A job sharing team shall be composed of two (2) full-time employees sharing one (1) full-time position. Each member of a team shall be committed to this arrangement for the entire school year for which they apply.

2. It shall be the primary responsibility of the unit member seeking a job sharing opportunity to find an acceptable job-sharing partner. There is no obligation placed upon the Board to post a job sharing position should a member desire to job share. No other unit member shall be required to job share or be involuntarily reassigned or transferred for the purpose of job sharing except that the district may place a new hire with a current unit member requesting to job share.

B. APPLICATION PROCESS

1. Unit members interested in job sharing for the upcoming school year may express their interest in writing to the Superintendent prior to March 1. Such plan is subject to the approval of the Superintendent, in his sole discretion. The Superintendent may designate grade levels and/or buildings at which job sharing opportunities are available. Superintendent shall notify the applicants by April 30 of the approval or disapproval of the plan. The Superintendent may also make suggested revisions to the submitted plan to which the members may agree. Any such revisions shall amend the submitted plan. The decision regarding approval or disapproval shall not be subject to the Grievance Procedure.

2. The application shall include detailed plans as to how the given job sharing arrangement will be carried out and shall include, but not be limited to, the following items:

   a. Specific duties of each member of the job sharing team

   b. Schedule for each member of the job sharing team

   c. Proposed distribution of contractual planning time

   d. Mid term termination procedure

   e. Filling of position should the application for a succeeding school year be disapproved

   f. Substitution when one or both members are on approved sick leave, personal leave or other approved absences.

3. While it may not be possible to make the teaching schedules and responsibilities exactly equal, reasonable efforts shall be made to make the teaching schedules and responsibilities equitable.

4. An approved job sharing application is for one school year. A new job sharing application must be submitted each year, subject to the same restrictions and requirements set forth for the initial job application. Approval of a prior job sharing application shall not provide those individuals with any preference or entitlements as it relates to the approval or disapproval of subsequent applications.

5. Should the application be approved, the job sharing members shall be deemed to have waived their right to a full time position unless one exists at the time of the termination of the job sharing plan.

C. DUTIES

1. Members of a job sharing team shall work at least 1/2 (one-half) hour each day of overlapping time in order to coordinate and plan their class(es). If students are not shared, members shall coordinate work schedules to provide 45 minutes of time per week to coordinate and plan.

2. Members of a job sharing team shall not be assigned other duties or responsibilities which are in excess of one full-time position.

3. Both members of a team shall attend the work days at the beginning and end of school, in-service day(s), scheduled parent-teacher conferences and all scheduled staff meetings to the extent that full time employees are responsible for the same, unless otherwise exempted by the plan approved by the Superintendent.

4. The planning time distribution as set forth in the application shall replace any requirements regarding planning time set forth in Article XIII, Section I.

D. COMPENSATION AND FRINGE BENEFITS

1. It is the intent of the parties that job sharing shall be cost neutral. Compensation shall be normally at one-half (1/2) the level which the member would receive under a full-time contract. Each job sharing member shall be normally credited with a half year of credit for placement on the salary schedule for each year the member works in a job sharing position, i.e., member will have to work 2 years in a job sharing position in order to acquire one year of service credit. Compensation shall be pro-rated for anyone who works more/less than one-half (1/2) time.

2. If a member elects to take fringe benefits, costs for hospitalization, vision, dental, and life insurance shall be normally shared equally by the member and the Board. Neither member shall be eligible for the health insurance opt out incentive. Fringe benefits shall be pro-rated for anyone who works more/less than one-half (1/2) time.

3. Sick leave balance and accumulation will normally be adjusted to reflect the one-half (1/2) day arrangement and will accrue at the rate of seven and one-half (1/2) days per year. Sick leave may be used in the same manner as provided in Article VII, Section A, except to the extent that the use is altered by the terms of the application. Sick leave balance, accumulation, and usage will be pro-rated for anyone who works more/less than one-half (1/2) time.

4. Each member of the job sharing team shall normally receive three (3) one-half (1/2) days of personal leave to be used in accordance with the provisions of Article.VII, Section C. Personal leave shall be pro-rated for anyone who works more/less than one-half (1/2) time.

E. LONG TERM SUBSTITUTION

In the event that one member of the job sharing team suffers an extended illness {twenty (20) days or more} or takes a leave of absence, the other member of the job sharing team may assume the full-time status at full pay and benefits from the first day he/she assumes the full-time responsibility.

F. TERMINATION/REDUCTION IN FORCE

1. While the job sharing plan shall be in effect for the entire school year, the Superintendent may terminate the plan if he/she determines that conflicts or issues have arisen between the job sharing partners or in the plan itself which adversely affect the operation of the school building or the education of the students. Should this occur, the Board shall meet with both members to discuss possible resolutions. If resolution is not possible, the Superintendent shall reduce in force one member of the team, in accordance with Paragraph 2.

2. If a subsequent job sharing application is disapproved, or should the Superintendent determine that it is necessary to terminate the job sharing plan mid-term, one member of the job sharing team may remain in the job sharing position. The other member shall be reduced in force unless an opening exists for which the member is certified and qualified to teach. The decision as to which job sharing member shall be reduced in force shall be at the sole discretion of the Superintendent. If no opening exists at the time of the reduction in force, the job sharing member shall be placed on the recall list, in accordance with Article VI. This provision is intended to replace the provisions of Article VI, Reduction in Force, in the circumstances described herein.

ARTICLE XI - FRINGE BENEFITS

A. MEDICAL/DENTAL/VISION

The Board shall purchase medical/dental/vision insurance coverage for each eligible member of the bargaining unit and his/her family. The Board shall also offer the High Deductible Health Plan offered by NBHP. If the Board determines that a plan change is necessary due to an increase in cost or circumstances beyond the Board's control, the Board will negotiate with the association prior to the implementation of any change. If both spouses are employed by the Board, one of the members must be designated to receive the insurance benefit plan. The second member will be allowed to participate in the health incentive plan listed below.

Effective January 1, 2026, the Board will pay up to $1,898 per month for a family plan and up to $794 per month for a single plan for each eligible employee. These funds may be used by the employee to purchase any combination of health, dental, and/or other Accident, Critical Illness, and Hospitalization coverage offered by the district, and vision insurance for the employee, and his/her dependents where applicable. These payments are only for insurances offered by NBHP. After selecting insurance coverages, any remaining funds may be deposited into the employee's Health Savings Account (HSA) not to exceed any IRS limitations. Employees are not entitled to receive any remaining funds if the costs of the insurance chosen by the employee are less than the insurance premium limit set forth above.

The insurance premium limits shall increase in each calendar year of the contract, except the 2023-2024 school year, by the amount of the increase in the NBHP Advantage HDHP premium but in no case shall the amount increase by more than nine (9) percent. Any additional increase shall be borne by the bargaining unit member.

The Board will match two (2) dollars for each dollar deposited by the employee into the HSA up to $2,500 by the board for family and $1,250 by the board for single.

A 125 Cafeteria Plan will be offered by the Board for employees' use.

B. HEALTH INSURANCE INCENTIVE PLAN

The Board agrees to implement the following plan:

1. Eligible Participants - Bargaining unit members who elect to drop their medical/dental/vision coverage will receive an incentive payment equal to three hundred fifty dollars ($350.00) per month. The amount of incentive payment will be distributed among the pay periods while participating in the plan.

2. To participate in the Health Insurance Incentive Plan, the member must complete an Election Agreement no later than November 15th.

3. Generally, the member will not be permitted to change his/her election to participate in the Plan or to vary the level of benefits he/she have selected during the Plan Year. Plan Years begin each January 1st and end on December 31st.

4. However, the member may change his/her previous election if he/she has a "change in family status." A change in family status is defined in Internal Revenue Service regulations as follows:

    a. The member becomes divorced or legally separated from his/her legal spouse.

    b. The member's spouse, dependent, or beneficiary dies.

    c. The member becomes permanently disabled.

    d. The member marries.

    e. The birth or legal adoption of a person who qualifies as the member's dependent. 6. Termination or commencement of the member's spouse's employment.

    f. The member switches from part-time to full-time, or vice versa.

    g. The member or his/her spouse takes an unpaid leave of absence.

    h. There is a significant change in health coverage for the member or the member's spouse.

Unless the member has a change in family status, the member will only be permitted to change his/her election in November, which becomes effective on January 1st of the following Plan Year.

If the member's employment is terminated during the Plan Year, the member's active participation in this plan will cease and he/she will not be able to receive benefits elected under this Plan. The Summary Plan Description of his/her Medical Benefits Plan will have additional information regarding any continuation coverage available to him/her.

C. GROUP LIFE

The Board shall purchase from a carrier licensed by the State of Ohio, group term life insurance for each certificated employee in the amount of $50,000 plus an equal amount of accidental death and dismemberment coverage. The full cost of this program and any increases thereof shall be paid by the Board.

D. DENTAL INSURANCE

The Board shall make available a dental insurance plan for each member of the bargaining unit and/or his/her family. The cost for this insurance shall be paid in accordance with the provisions of paragraph A above.

E. VISION INSURANCE

The Board shall make available a vision plan for each member of the bargaining unit, the cost of which shall be paid in accordance with the provisions of paragraph A above.

F. GENERAL PROVISIONS

Part-time bargaining unit members shall be entitled to one of the following options with respect to fringe benefits:

1. The Board will pay 90% of the cost for a single plan of each insurance selected by the employee; or

2. The Board will pay a prorated portion of the family plan of each insurance selected by the employee. The prorated portion to be paid is dependent upon the number of hours worked by the employee. I.E., if a bargaining unit member works half (1/2) time then the Board would pay 90% of half (1/2) of the family premium for any insurance selected by the employee.

3. If both spouses are part-time bargaining unit members, then the Board will pay 100% of the cost of family or two single plans.

ARTICLE XII - FAIR SHARE FEE

If fair share is ever declared constitutional, the fair share fee language from the 2017-2020 contract shall be reinserted.

ARTICLE XIII - WORKING CONDITIONS

A. REQUIRED MEETINGS OR HEARINGS

Whenever any bargaining unit member is required to meet with an employer representative concerning any matter which, at its inception, the employer representative has knowledge that could adversely affect the employee's status, the employee shall be given reasonable, prior, written notice of the time and nature of the meeting which shall contain a generalized description of the reason(s) for the meeting and shall be entitled to have present an Association representative and/or legal counsel.

B. NON-TEACHING DUTIES

Members of the bargaining unit required to perform duties which are not of a teaching nature shall be assigned said duties on an equitable and rotating basis. Teachers shall provide reasonable supervision during these assigned duties and they will be assisted by the Board in all proper and legal means in performing these duties.

C. CLASS SIZE

The Board will attempt to maintain the following class size:

1. K-12 - Average 25 pupils/individual classroom teacher at each grade level.

2. Exceptions to these sizes are choral and instrumental music, physical education and library.

D. PARENT-TEACHER CONFERENCES

1. Unit members shall be permitted to establish building parent-teacher conference schedules subject to the approval of the principal.

2. If agreed upon by a majority of staff assigned to a particular principal, the length of work day may be changed to accommodate time when parents may attend upon approval of the principal, i.e., one day lengthened, next day shortened.

3. If a member is absent due to illness or personal leave for the parent teacher conferences, and the conferences are held after the regular school day, he/she shall be charged a half-day of sick leave or personal leave.

4. The established schedule shall contain a make-up day should there be a need to reschedule conferences.

E. TEACHER FACILITIES

The Board shall make available for each building facilities which shall be designated for use by employees in the bargaining unit including:

1. Lunchroom with tables and chairs sufficient to permit seating for the requisite number of employees during any given lunch period.

2. Restrooms, at least one for each sex which are enclosed, ventilated and temperature controlled.

3. A telephone where members of the bargaining unit would be able to make telephone calls and would be afforded privacy.

4. A lounge exclusively for staff members.

5. A work area where members of the bargaining unit would have access to the necessary equipment and machines needed to perform their job duties.

6. Sufficient parking area within close proximity to their work area. Bargaining unit members assigned to more than one building shall have a reserved space at each building.

F. INSTRUCTIONAL MATERIALS AND SUPPLIES

Each member of the bargaining unit shall be provided sufficient instructional materials and supplies necessary to perform in an effective manner within the constraints of the Board's budget. Teachers shall be involved in the process of selecting textbooks and instructional materials in their respective areas.

G. SCHOOL CALENDAR/WORK YEAR

1. The work year for members of the bargaining unit shall consist of no more than one hundred eighty-four (184) days.

2. Included in the one hundred eighty-four (184) days shall be the following:

   a. One (1) teacher work day with no students in attendance at the beginning of the year, a second one at the end of the first semester, and third one at the end of the year.

   b. One (1) teacher in-service day with no students in attendance during the school year. c. PreK-12 teachers may take one (1) teacher work day in the 15 days preceding the first required teacher day in exchange for the work day at the end of the first semester. Said teacher must sign in with the Principal when they use a work day in August.

3. The Bryan City School Board and Administration agree to review and discuss the school calendar with a committee, comprised of teachers and other school staff, before final adoption; however, the school Board reserves the right to make the final decision.

4. Calamity time will only be utilized if the statutory minimum number of hours for students is not met for the school year. Teachers will not be required to report to work on any weather-related closure day.

H. EXTENDED TIME EMPLOYEE

1. All current extended time contracts for summer school will be posted and rebid. The contracts shall be one year contracts that automatically renew unless the Board of Education determines, at its sole discretion, to not renew the contract. If an employee posts for the position and is awarded the position, they shall only be required to fill the contracts for a maximum of three years, unless the teacher desires to continue longer than three years.

2. The extended time contract shall be up to twenty (20) days in length, with duties to be assigned by the Board of Education for programs taking place outside of the regular contract day. If the work exceeds three (3) hours, the time shall include a thirty (30) minute planning period.

3. Employees accepting the contracts shall be paid sixty dollars ($60.00) per hour.

4. Should the Board of Education not be able to fill the extended time positions through the bidding process, the Board of Education and the Association will work together to find teachers to fill the positions. If they are unsuccessful, the Board may require teachers to fill the positions. In that event, it shall be for one year only, unless the teacher wishes to continue in the position or the Board determines that it does not want the teacher to continue in the position. Positions will be filled in a reverse seniority basis, unless the teacher has an emergency or extenuating circumstance which would prohibit them from filling the position. In that event, the next senior teacher will be placed in the vacancy.

5. The provisions of this section are intended to supersede to the extent that this provision conflicts with Ohio Revised Code sections 3319.08, 3319.11, and 3319.12.

I. TEACHING HOURS AND LOAD

1. Length of Workday

The maximum length of workday for members of the bargaining unit shall be seven (7) hours and twenty (20) minutes, including a lunch period.

2. Duty Free Lunch

Each member of the bargaining unit shall be entitled to no less than a thirty (30) minute uninterrupted duty-free lunch period.

3. Work Load

The administration shall to the extent possible evenly distribute the work load for members of the bargaining unit within each department.

4. Planning and Conference Time

a. Elementary (PK- 5) - Members of the bargaining unit within the elementary buildings shall be provided no less than two hundred (200) minutes per week as planning and conference time. Work time scheduled prior to the beginning of the student instructional day shall not be counted as part of a member's planning and conference time.

b. Secondary (6-12) - Members of the bargaining unit in grades six through twelve shall be provided a minimum of one (1) planning and conference period per day.

J. EMPLOYEE DISCIPLINARY CODE

The Superintendent may suspend an employee for up to five (5) days without pay for gross inefficiency or immorality, for willful and persistent violations of reasonable regulations of the Board of Education, or for other good and just cause. Said suspension shall occur only after the employee has been given a written warning on the first occurrence, then warned in writing on the second such occurrence unless the act is deemed by the Superintendent to be severe enough to warrant immediate suspension. Prior to suspension, the Superintendent will give the reasons for suspension to the unit member in writing and will afford them an opportunity to reply.

K. DRUG FREE SCHOOLS AND COMMUNITIES

The Board and the Association are committed to the National goal of a drug-free workplace in accordance with the Drug Free Schools and Communities Act. Staff members convicted of substance/chemical abuse violations may be referred, by the Superintendent, to a community drug rehabilitation center.

L. TOBACCO-FREE BUILDING

The Bryan City Schools shall implement a smoke/tobacco-free environment. This shall mean that staff members and citizens will not be permitted to smoke, use electronic cigarettes, or use any tobacco products in all Board-owned school buildings, on school owned property, in school vehicles, or in the seating area at an outdoor activity.

ARTICLE XIV – LOCAL PROFESSIONAL DEVELOPMENT COMMITTEE

The Bryan Local Professional Development Committee (LPDC) shall determine whether the Individual Professional Development Plan (IPDP) that a district teacher or administrator proposes to complete meets the requirements of the State Board of Education Rules found in section 3301-24 and O.R.C. 3319-22.

1. The Bryan LPDC policy, procedures, and governance shall not supersede this negotiated agreement. Any IPDP submitted to the LPDC and approvals/denials by the LPDC shall not override the negotiated agreement.

2. The LPDC shall be composed of at least five (5) members, a majority of which shall be selected by the Bryan Education Association.

3. An attempt will be made to schedule LPDC meetings during the regular work day. Bargaining unit members shall be compensated at the tutor rate for all LPDC meetings/activities which are outside the normal work day or during the summer months.

ARTICLE XV - EFFECT AND DURATION

A. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any bargaining unit member or employee or group of bargaining unit members or employees is held to be contrary to law by a court of competent jurisdiction, then such provision application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. MODIFICATION OF AGREEMENT

1. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by the parties.

2. Upon mutual consent to modify this Agreement, negotiations shall commence not more than ten (10) days thereafter.

C. SUPERSEDING CLAUSE

Consistent with Ohio Revised Code Chapter 4117, the parties intend that this Agreement shall supersede and replace in their entirety any and all provisions of the Ohio Revised Code, which are in conflict or are inconsistent with any provision of this Agreement, whether or not the provision is specifically enumerated herein.

D. MID-TERM BARGAINING / MANAGEMENT RIGHTS CLAUSE

The exercise of the foregoing powers, rights, authority, duties and responsibilities, the adoption of policies, rules and regulations and practices in furtherance thereof, and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this contract and Ohio statutes; and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of the state of Ohio and the rules and regulations promulgated by the applicable state agency and the constitution and laws of the United States. Pursuant to this provision, the parties hereby agree that the board shall not be permitted to exercise any management rights which alter or modify an existing provision of this agreement. The parties also hereby agree and understand that the board shall have the right to implement any management rights not specifically addressed in the collective bargaining agreement provided that the Board engages in good faith negotiations with the union prior to implementation.

E. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2026 and shall continue in effect until June 30, 2029. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Chief Negotiators.

BRYAN EDUCATION ASSOCIATION

By _____

President

Date 2/23/26

By _____

Chief Negotiator

Date 2/24/26

BRYAN BOARD OF EDUCATION

By _____

President

Date 2/20/26

By _____

Treasurer

Date 2/20/26

APPENDIX A SALARY SCHEDULE

2026-2027

Base = Salary Schedule Adjustment + 3% Increase

EXPERIENCE	BA	MA/MS	M+20
0	$47,261	$51,622	$54,285
5	$59,110	$64,811	$67,635
10	$70,481	$77,905	$80,984
15	$74,133	$83,777	$88,994
20	$75,584	$85,259	$90,978
25	$77,270	$86,917	$92,648
30	$79,210	$88,857	$94,587

Salary Schedule 2027-2028

Base = $48,678 Increase: 3%

EXPERIENCE	BA	MA/MS	M+20
0	$48,678	$53,171	$55,913
5	$60,884	$66,756	$69,664
10	$72,595	$80,242	$83,414
15	$76,357	$86,290	$91,664
20	$77,852	$87,817	$93,708
25	$79,588	$89,524	$95,428
30	$81,586	$91,523	$97,424

Salary Schedule 2028-2029

Base = $50,139 Increase: 3%

EXPERIENCE	BA	MA/MS	M+20
0	$50,139	$54,766	$57,590
5	$62,710	$68,758	$71,753
10	$74,773	$82,649	$85,916
15	$78,647	$88,879	$94,414
20	$80,187	$90,451	$96,519
25	$81,976	$92,210	$98,291
30	$84,034	$94,269	$100,347

APPENDIX B – SUPPLEMENTAL POSITIONS

Position	Percentage of Base
Athletic Trainer	25%
Weightroom Coordinator	24%
Head Football Coach	19%
Assistant Football Coach 1	13%
Assistant Football Coach 2	13%
Assistant Football Coach 3	13%
Assistant Football Coach 4	13%
Assistant Freshman Football Coach 1	13%
Assistant Freshman Football Coach 2	13%
Head Boys Basketball Coach	19%
Assistant Boys Basketball Coach 1	13%
Assistant Boys Basketball Coach 2	13%
Assistant Boys Basketball Coach 3	13%
Head Girls Basketball Coach	19%
Assistant Girls Basketball Coach 1	13%
Assistant Girls Basketball Coach 2	13%
Assistant Girls Basketball Coach 3	13%
Head Bowling Coach	16%
Assistant Bowling Coach	13%
Head Boys Soccer Coach	16%
Assistant Boys Soccer Coach 1	13%
Assistant Boys Soccer Coach 2	13%
Head Girls Soccer Coach	16%
Assistant Girls Soccer Coach 1	13%
Assistant Girls Soccer Coach 2	13%
Head Boys Tennis Coach	16%
Assistant Boys Tennis Coach	13%
Head Girls Tennis Coach	16%
Assistant Girls Tennis Coach	13%
Head Baseball Coach	16%
Assistant Baseball Coach 1	13%
Assistant Baseball Coach 2	13%
Assistant Baseball Coach 3	13%
Head Softball Coach	16%
Assistant Softball Coach 1	13%
Assistant Softball Coach 2	13%
Assistant Softball Coach 3	13%
Cheerleading Advisor	16%
Assistant Cheerleading Advisor	13%
Head Golf Coach (boys)	13%

Head Golf Coach (girls)	13%
Head Boys Wrestling Coach	16%
Head Girls Wrestling Coach	16%
Assistant Wrestling Coach 1	13%
Assistant Wrestling Coach 2	13%
Assistant Wrestling Coach 3	13%
Head Volleyball Coach	16%
Assistant Volleyball Coach 1	13%
Assistant Volleyball Coach 2	13%
Assistant Volleyball Coach 3	13%
Head Swim Coach	16%
Assistant Swim Coach 1	13%
Assistant Swim Coach 2	13%
Head Cross Country Coach	16%
Assistant Cross Country Coach	13%
Head Track Coach	16%
Assistant Track Coach 1	13%
Assistant Track Coach 2	13%
Assistant Track Coach 3	13%
Junior High Football Coach 7th	10%
Junior High Football Coach 7th	10%
Junior High Football Coach 8th	10%
Junior High Football Coach 8th	10%
Junior High Basketball Boys Coach 7th	10%
Junior High Basketball Boys Coach 8th	10%
Junior High Basketball Girls Coach 7th	10%
Junior High Basketball Girls Coach 8th	10%
Junior High Track Coach 1	10%
Junior High Track Coach 2	10%
Junior High Track Coach 3	10%
Junior High Cross Country Coach 1	10%
Junior High Cross Country Coach 2	10%
Junior High Wrestling Coach 7th	10%
Junior High Wrestling Coach 8th	10%
Junior High Volleyball Coach 7th	10%
Junior High Volleyball Coach 8th	10%
Junior High Cheerleader Advisor	10%

ACADEMIC SUPPLEMENTAL POSITIONS

Head Band Director	15%
Assistant Band Director	13%
Orchestra Director	10%
Pit Director	5%
Choir Director	10%
Choir Accompanist	4%
Musical Director	16%
Musical Accompanist	6%
Set Director per play/musical	6%
Drama/Play Director per play	10%
Assistant Drama Director per play/musical	4%
HS Yearbook Advisor	12%
JH Yearbook Advisor	10%
Photography/Media Advisor (2 Positions)	6%
Assistant Photography/Media Advisor	4%
Student Council (HS) Advisor (2 positions)	7%
Senior Class Advisor	5%
Junior Class Advisor (2 positions)	7%
Sophomore Class Advisor	3%
Freshman Class Advisor	3%
8th Grade Class Advisor	3%
National Honor Society Advisor	4%
E-Sports Advisor (per season – maximum 2 seasons)	3%
Fall Academic League Advisor	6%
Winter Academic League Advisor	6%
Middle School Quiz Bowl Advisor	3%
Elementary Quiz Bowl Advisor	3%
Mask & Sandal Advisor	3%
Language Club Advisor	3%
FCCLA Advisor	3%
Hi-Art Advisor	3%
Mentor Teacher	3%

APPENDIX C – APPLICATION FOR PARTICIPATION – HEALTH INSURANCE INCENTIVE PLAN

_____(applicant) being an employee of Bryan City Schools and a member of the bargaining unit defined in the negotiated agreement between the Bryan City Board of Education (Board and the Bryan Education Association (BEA) makes application for participation in the Health Insurance Incentive Plan (the plan). In connection with that application, and in consideration of the benefits provided under the plan, applicant makes the following representations.

1. I am a full-time employee of the Bryan City Schools and a member of the bargaining unit as defined in the negotiated agreement between the Board and the BEA.
2. I request the Board to cease making premium payments on my behalf for the purchase of Board provided health insurance, including premium payments for the purchase of medical/dental/vision coverage for me as an employee of the Bryan City Schools.
3. I understand that upon the cessation of premium payments on my behalf, I will no longer be a policyholder insured under the Board provided medical/dental/vision insurance plan; and with respect to claims incurred on or after the first day of the month following acceptance into the plan. I will have no claim against either the Board's insurance carrier or the Board for insurance benefits formerly available to me under the Board provided health insurance plans except as to claims I might have as an insured dependent.
4. I understand the nature and extent of Board provided health insurance benefits which I am losing as the result of my participation in the plan and I have had the opportunity to ask any questions, to inspect and copy any and all documents relevant to the Board provided health insurance plans, to consult with my BEA representatives, insurance advisors and legal counsel prior to making this application.
5. My request that the Board no longer make premium contributions on my behalf for the purchase of Board provided health insurance coverage is freely and voluntarily made and I hereby, for must, my insured dependents and my heirs, release the Board, its members, officers and employees, the insurance carriers providing group health insurance coverage to the Board and the BEA, its officers, members and affiliates from any and all liability of any kind arising out of or in any way connected with my participation in the plan.
6. I further understand that payments made to me during my participation in the plan will be made monthly beginning with the first month following acceptance of this application and that such payments will be subject to all applicable withholding including, but not limited to STRS contributions, and federal, state and local income tax.
7. I will notify the Treasurer in writing on any involuntary change in my insurance coverage while participating in the plan and will re-enroll in the Board provided medical/vision/dental insurance plans not later than the third Monday of the month following the loss of that coverage of the loss of any continuation of that coverage, whichever is later. Other than in the case of an involuntary loss of insurance coverage. I understand that my right to re-enroll in Board provided health insurance plans may be limited to the annual enrollment period or enrollment periods determined by the insurance carriers. In the event of re-enrollment in Board provided health insurance plans, I will no longer be eligible to participate in the Health Insurance Incentive plan and all payments to me under this plan will cease.

Date: _____ Applicant: _____

Effective Date: _____ Approved: _____

APPENDIX D – GRIEVANCE REPORT FORM

GRIEVANCE REPORT

Name of Grievant:_____ Date Filed: _____

Building: _____ Assignment: _____

Date Cause of grievance occurred: _____ Step/Level of grievance: _____

Statement of grievance (including specific provision(s) of the agreement alleged to have been violated).

_____
_____
_____
_____
_____
_____
_____

Relief Sought:

_____
_____
_____
_____
_____
_____
_____

Signature: _____ Date: _____

Disposition:

Grievant's Signature: _____ Date: _____

Administrator Signature: _____ Date: _____

Superintendent Signature: _____ Date: _____

BEA President Signature: _____ Date: _____

Receipt of above form should be recorded at each step.

Delivered by: _____ Date: _____

Received by: _____ Date: _____

Through the Formal Grievance Procedure, the following shall each receive a copy of the decision at each level: Grievant, Administrator(s), Association President(s), OEA Representative.

CERTIFICATE
(O.R.C. 5705.412)

RE: Bryan Education Association Contract Dated 2/26/2026

IT IS HEREBY CERTIFIED that the Bryan City School District has sufficient funds to meet the contract, obligation, payment, or expenditure for the above, and has in effect for the remainder of the fiscal year and the succeeding fiscal year the authorization to levy taxes which, when combined with the estimated revenue from all other sources available to the district at the time of certification, are sufficient to provide operating revenues necessary to enable the district to maintain all personnel, programs, and services essential to the provision of an adequate educational program on all the days set forth in its adopted school calendar for the current fiscal year and for a number of days in the succeeding fiscal year equal to the number days instruction was held or is scheduled for the current fiscal year, except that if the above expenditure is for a contract, this certification shall cover the term of the contract or the current fiscal year plus the two immediately succeeding fiscal years, whichever period of year is greater.

Dated: February 20, 2026

BY: _____
Treasurer

BY: _____
Superintendent of Schools

BY: _____
President, Board of Education

MEMORANDUM OF UNDERSTANDING BETWEEN THE BRYAN CITY SCHOOL DISTRICT BOARD OF EDUCATION AND THE BRYAN CITY EDUCATION ASSOCIATION

This Memorandum of Understanding is entered into by and between the Bryan City Education Association (hereafter referred to as "Association") and the Bryan City School District Board of Education (hereafter referred to as "Board of Education") and shall become effective upon execution by all parties.

WHEREAS, the Board of Education and Association are parties to a collective bargaining agreement the effective dates of which are July 1, 2026 through June 30, 2029; and

WHEREAS, the Agreement contains provisions regarding the evaluation of teachers;

WHEREAS, the parties wish to supplement the Agreement.

NOW, THEREFORE, the parties agree to the following provisions:

1. Should the OTES framework be amended, the District OTES Committee shall meet to discuss the changes and make the appropriate revisions to the Board policy, as necessary.

2. The timelines and frequency for observations and evaluations for OTES evaluated teachers and non-OTES teachers shall be as set forth in Ohio Revised Code sections 3319.111 and 3319.112, and this memorandum of understanding. The first observation shall occur no later than December 15th, the second observation shall be completed no later than April 1st and the third observation, if it is to be completed, no later than May 1st. A pre-observation conference shall be held at least one (1) work day before each formal observation. Any additional pre-observation conferences shall be by mutual agreement. A post observation conference will be held within ten (10) work days after each formal observation unless mutually waived by the administrator and teacher. The post observation form shall be provided to the teacher within ten (10) work days of the post observation conference. Observations shall not occur on the day immediately before or after a holiday period. Excepting walkthroughs, all monitoring and observations shall be conducted openly with the full knowledge of the teacher.

3. Walk throughs will be utilized for OTES teachers. The walk throughs shall be documented through the district designed walk through tool. There will be a minimum of two (2) but no more than ten (10) documented walk throughs for OTES teachers. The administrator will provide the member with feedback documented through ETPES no later than seven (7) work days after the walk through. Nothing herein should be construed to prohibit administration from informally observing teachers.

4. Teachers may attach a written response to the observation or evaluation, which will be included in the personnel file.

5. This Memorandum shall become effective upon signatures by the Union President and the Board Representatives.

6. This MOU shall expire on June 30, 2029.

Bryan Education Association

By: _____ Date: 2/23/26
President

Bryan City School District
Board of Education

By: _____ Date: 2/20/26
Board President

By: _____ Date: 2/20/26
Board Treasurer